Recolving No. 4743 MORTGAGE RECORD 83 Reg. No. 1174 Peo Faid \$ 5.50

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MORTGAGE THIS INDEXTURE, Made this 9th day of August A.D. 1937, between Hervoy W. Talley and Eyrtle Talley, his wife, of Douglas, County, in the State of Eenses, of the first part, and The Mansas State Sank, Overbrook, Mansas, of Overbrook, County, in the State of Mansas, of the second part: MINIZSETH, That said parties of the first part, in consideration of the sum of One Thousand & OO/100 DOLLARS, the resolut of which is hereby acknowledged, do by these presents, grant, bergfin, sell and convey unto said parties of the second part, their heirs heirs and assigns, all the following des-cribed HEAL ESTATZ, situated in the County of Douglas, and State of Mansas, to-wit: 24 day 24 The West Half $\binom{1}{2}$ of the Southwest Quarter $\binom{1}{2}$ of Section Twenty-six (26), of Township Fourteon South (14), of Renge Eighteen, (18), East of the Sixth P.M., TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereants belonging, or in anywise apportaining, forever; FROVIDED ALWAYS, And these presents are upon this express condition, that whereas said partice X of the first part, have this day excelled and delivered one certain promissory note in writing to said perties of the second part, of which the following is a copy \$1000.00 Overbrook, Kansas, August 9, 1937 193 ... montcage is hereby Five years after date, for value resolved, we, or either of us, promise to pay To the Order of The Kanses State Bank, Overbrook, Kensas, One Thous nd & OO/IOO Dollars, at The Kanses State Bank Overbrook, Kansas with interest at six per cent per annum from date until paid. Interest payable semi-Signers and endorsers waive demand, protest and notice of non-payment. Friviloge to pay \$50.00 or any multiple thereof at any interest payment. Her lin day of Alexen Hervey W. Talley Myrtle Talley (COPY) CLU CUMPTING THE PARTY NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of mency in the above described note montioned, together with the interest thereon, according to the terms and tener of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or research and his fien thereby created create 74. 7. 740 2 sums of money, unis 20 sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, end if the taxes and assessments of every nature which are or may be assessed and levied mainter sid urenises or any part thereof, are not paid when the same are by law, rade due and payable; then the whole of sai sum and sums and interest thereon, shall, and by these presents, become due and payable, and said party ā puer kind of the second part shall be entitled to the pessesmion of said premises. IN WITNESS WHEREOF, The said marties of the first part have hereunte set their hands the day 9 and year first above written. The fellovi The retain As miness Harvey W. Talley Myrtle Talley Attest: Cont STATE OF KANSAS,) Denio of minory,)ss. BE IT REMEMBERED, That on this 9th dry of August, A.D. 1937 before me, J. A. Kesler, a Notary Public in and for said County and State, ears Harvey W. Talley and Myrtle Talley, his wife, to me per-senally known to be the same persons who exceuted the within instrument of writing, and duly acknewledge the execution of the same. IN WITHESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. J. A. Kesler (SEAL) My Commission Expires July 12, 1939 Notiry Public. Norsels A. Beck Register of Doods. Recorded August 11, 1937 at 10:10 A.M. Receiving No. 4745 1125-MORTGAGE Fe <u>H O R T G A G E</u> THIS EDERTGACE, rado the lith day of August, A.D. 1937, Between R. M. Reeves and Ruth B. Reeves, his wife, of the City of Lawrence, in the County of Douglas, and State of Kansas, parties of the first part, and The Frudential Insurance Company of America, a corporation, party of the second part, "Witnesseth: That whereas the said parties of the first part are justly indebted to The Frudential Insurance Company of America, for money borrowed in the sum of (\$3,500.) - - Thirty-Firge Hundred and no/100 - - DOLLARS, to secure the payment of which they have axecuted their premissory note, of even date herewith, for the principal num of (\$3,500) - - Thirty-Firge Hundred and no/100 - - DOLLARS, to secure the payment of which they have axecuted their premissory note, of even date herewith, for the principal num of (\$3,500) - - Thirty-Firge Hundred and no/100 - - DOLLARS, meaning and the said parties of the first part agree to pay to The Frudential Insur-ment note by the torms of which the said parties of the first part agree to pay to The Prudential Insur-mence Company of America, or order, the principal and interest in monthly instalments as follows, non-eigy Beginning on the first day of Soptember, 1937, and on the first day of each month thereafter the sum of Twenty-Three and 10/100 - Dollars and the balance of said principal sum due and payable on the first day of August, 1957. The aforesaid monthly payments of Twenty-Three and 10/100 - Dollars each are to be applied first to interest at the rate of Five (5) per cent. per annum on the principal sum of (\$3,500.) - Three Thousand Five Hundred and no/100 Dollars, or so much as shall from the to time remain unsaid, and the balance of eech monthly Instalment shall be applied on account of principal. Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accound shall theorafter bar fragmential fusuranco Company of America. America. NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consider Now, Hiskever, This indentity with solution into the said perties of the irrst part, in consider action of the premises, and for the purpose of securing the payment of the money aforessid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secur the faithful performance of all the covennuts, conditions, stipulations and agreements herein contained do by these presents, mortgage and warrant unto the said perty of the second part, its successors and massigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Dougles and State of Kansas, to wit: The East Sixty-five (65) feet of Lot eight (8) and the West three (3) feet of Lot nine (9) in Block Two (2) in West Hills, a residence District adjacent to the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof.